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*** Notices to Subscribers and Contributors will be found on page x.

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Current Topics.

The New Lord of Appeal.

ON TUESDAY afternoon the Royal Assent was given to the Appellate Jurisdiction Act, 1929, by which His Majesty is empowered to appoint one Lord of Appeal in Ordinary in addition to the six Lords of Appeal appointed under the earlier Appellate Jurisdiction Acts; and on Wednesday came the announcement that His Majesty had signified his intention to appoint Mr. Justice TOMLIN to the newly created post. No time has thus been lost in this latest effort to strengthen the House of Lords on its judicial side. Of the excellent choice made by the Prime Minister—for it is understood that the power of recommending appointments as Lords of Appeal and Lords Justices lies with him and not with the Lord Chancellor—there can be no two opinions. During the years that he has been on the bench Mr. Justice TOMLIN has shown himself to be a sound equity lawyer and an equally sound judge, whose decisions have well stood the test of the scrutiny to which they have been subjected by the higher tribunals. In one way the appointment is somewhat out of the usual. As a rule, the majority of the Lords of Appeal have, if we may use the term, graduated in the Court of Appeal before proceeding higher; but that there is no hard and fast rule in this matter was shown by the appointment of Lord BLACKBURN, who never sat in the Court of Appeal, and by the appointment of Lord MACNAGHTEN, who went direct from the Bar to the House of Lords. Of the present English Lords of Appeal, three are representative of the Common Law—Lord SUMNER, Lord CARSON and Lord ATKIN—with one—Lord BLANESBURGH—representing equity. It was fitting therefore that the new Lord of Appeal should have been selected from the Chancery side, and assuredly the new Lord of Appeal will, by his wide knowledge of equity and the procedure in cases peculiarly within the jurisdiction of the Chancery Division, add strength to the august tribunal to which he has been appointed. Outside the law his distinction has been recognised by his appointment in 1923 as chairman of the Royal Commission on Awards to Inventors, and by his appointment in 1926 as Chairman of the University of London Commissioners, the duties of which he has discharged with consummate ability.

Lord Sumner.

THIS DISTINGUISHED Lord of Appeal who, this week, has celebrated his seventieth birthday, was many years ago described by the late Lord HALDANE as "a consummate lawyer," and no one will venture to gainsay the accuracy of the observation. A great lawyer Lord SUMNER undoubtedly is, and he is likewise a man of clear and wide views, coupled with the power of rapid decision and the gift of expressing it in pointed language seasoned with the salt of wit. Appointed a judge of the King's Bench Division in 1909, he at once established a record for the rapid dispatch of business. Never once as a puisne did he reserve judgment. With an unrivalled experience of commercial law, added to a profound acquaintance with the business aspect of the questions which came before him, his judgments were invariably models of lucidity, and into them, whenever occasion offered, he would slip in some epigrammatic or sarcastic observation that rejoiced the heart of the hearer or reader. His marvellous grasp of principle and rapid intuition marked him out for speedy promotion, and so after three years as a puisne he was created a Lord Justice of Appeal, and in the following year a Lord of Appeal in Ordinary. In the House of Lords and Privy Council his characteristic humour contributes not a little to mitigate the gravity of the proceedings of these august tribunals. In the great case of *Bowman* v. *Secular Society*, 1917, A.C. 406, his judgment is packed with epigram, but epigram that is, at the same time, argument of the most cogent kind. In another famous case—*Jones* v. *Jones*, 1916, 2 A.C. 481—where a schoolmaster unsuccessfully sought to maintain an action for words alleged to have been spoken of him, Lord SUMNER, after reviewing the long line of authorities on the subject of defamation, wound up by quietly remarking that "If a change of the law is desired, it is from the Legislature, as it was in 1891, that relief must come. It could be simply obtained . . . by enacting that a schoolmaster should be deemed to be a woman within 54 & 55 Vict. c. 51, s. 1"! Lord SUMNER, it may be interesting to recall, was the first Lord of Appeal in Ordinary to choose a title different from his surname, an example which has been followed by Lord BLANESBOROUGH; and he is the first life peer to be, during his tenure of office, promoted to a Viscounty and at the same time created a peer with the ordinary limitations. His colleague, VISCOUNT DUNEDIN, who also was advanced in the peerage from the rank of a Baron to that of a Viscount, never was a life peer, he having been the first hereditary peer to be appointed a Lord of Appeal.

Expunging Words in a Will from the Probate.

THE RECENT application to the Probate Division that certain words in a will, not affecting its construction, but calculated to wound the feelings of a living person, should be omitted from the probate, may be a reminder that the practice and procedure in such a matter were hardly settled until the decision of BARGRAVE DEANE, J. in *Re White*, 1914, P. 153. In that case the testator stated in his will that he left nothing whatever to his wife for certain reasons which, while reflecting in no way on her chastity, were scandalous and defamatory, and would be painful to her and derogatory to her character, if included in the probate. The judge, after stating that there were only four cases on the point, and that those were conflicting, proceeded to give his own view

to the effect that, although a will ought not to be made the medium of slanderous statements, he had no power to alter it. He held, however, that he had power to order that the offending words should be omitted from the probate, and did so. He further stated that he was informed by the registrar that no copy would go out from the Probate Registry, except a copy of the probate, and so expurgated. A remarkable divergence from the above view appears in *Re Honeywood*, 1871, L.R. 2 P. & D. 251, where the testator referred to "the iniquity which has robbed me of my birthright—by which F.E.H. did most deliberately and designedly defraud me and my heirs of our patrimony and inheritance for ever . . . my late brother W.P.H. was simply an instrument in the hands of his wicked and remorseless wife." This was strong enough, but Lord PENZEANCE, regarding it as the spleen of a disappointed litigant, said it would hurt nobody, and refused to omit it from the probate. Omissions from the probate, for the same reasons as in *Re White*, had previously been made in *Re Wortnaby*, 1846, 1 Robertson 423, and *Marsh* v. *Marsh*, 1860, 1 Sw. & Tr. 528. The provision that the omission would also be made in copies supplied by the probate authorities would prevent the order being stultified by the circulation of such copies. Section 66 of the Court of Probate Act, 1857, provides for the inspection of copies of wills under the rules and orders made under the Act. Presumably in the above cases anyone who asked for a copy of the will for inspection would be given a copy of the expurgated probate, though on the face of the section it is open to doubt whether he would not have the right to see a true or unexpurgated copy.

Mr. Wallace's Racing Fees.

THE DECISION of CLAUSON, J., in *Ellesmere* v. *Wallace*, 1928, 72 SOL. J., 629; 44 T.L.R. 798, that the claim of the Jockey Club against Mr. EDGAR WALLACE for certain entrance fees for horse-races was void under s. 18 of the Gaming Act, 1845, notwithstanding the proviso to that section, has now been reversed by the Court of Appeal, *The Times*, 6th inst. The section declares gaming and wagering agreements void, but the proviso excepts agreements to contribute to a prize or sum of money to the winner or winners of any lawful sport. In *Batty* v. *Marriott*, 1848, 5 C.B. 818, it was held that the proviso operated to validate a wagering and gaming contract which fell within it, but this interpretation, though it might be regarded as the natural corollary of such a proviso, was overruled in *Diggle* v. *Higgs*, 1877, L.R., 2 Ex. Div. 422, followed in the Privy Council case of *Trimble* v. *Hill*, 1879, 5 A.C. 342. CLAUSON, J., dismissed the claim of the plaintiffs on the ground that the agreement between them and the defendant being a gambling agreement fell within these authorities. The Court of Appeal has now held that the agreement was not a gambling agreement, because the Jockey Club had to pay £200 to the winner of the race in any event, and so could not possibly win money or money's worth. In wagering and gaming each party must have the chance of winning and losing, a proposition for which HANWORTH, M.R., quoted SANKEY, J., in *Welton* v. *Ruffles*, 1920, 1 K.B. 226, at p. 233; but SANKEY, J., in effect merely followed *Lockwood* v. *Cooper*, 1903, 2 K.B. 428. *Diggle* v. *Higgs* and *Trimble* v. *Hill* continue of course to be authoritative in the cases to which they apply, namely to sporting matches between two or more competitors who each agree to put up a stake, but not to an agency, disinterested as to wins or losses, which organises a sporting event, if that event be lawful, as horse-racing is. As CLAUSON, J., remarked, he saw no distinction between a horse-race where the prize goes to the swiftest, and a cattle show where it goes to the fattest or most excellent beast, so his decision was manifestly inconvenient. It must be added that, in respect of one of the two cases involved, LAWRENCE, L.J., delivered a dissentient judgment, agreeing with CLAUSON, J. The differences of opinion between the judges illustrates anew, if further illustration is needed, that the Gaming Acts should receive the early attention of the Legislature.

Deposits of Chattels at Banks.

A LARGE number of persons keep jewellery and securities in boxes at their banks, and a still larger number send their plate to their banks temporarily when on holiday. The Germans who have made similar deposits in the Berlin bank, the strong room of which was lately robbed by a most audacious and resourceful gang of burglars, appear to have been told, not only that the bank disclaims responsibility for loss, but that it is not covered by insurance. Our own law in the matter may thus be worth consideration. The rules as to gratuitous bailment, and the heavier liability in bailment for reward, are discussed at considerable length by Lord HOLT in *Coggs* v. *Bernard*, 1704, 2 Ld. Raym. 909, which is referred to in most of the later authorities. In *Giblin* v. *McMullen*, 1869, L.R. 2 P.C. 317, a bank was held not to be liable for the theft of debentures by one of its servants from a box left in their care by a customer who did not pay for the accommodation. In this case the practical meaning of "gross negligence" as distinguished from "negligence" was discussed (see p. 336). In *Lloyd* v. *Grace Smith & Co.*, 1911, 2 K.B. 489, FARWELL, L.J., said (p. 513): "Solicitors and bankers who accept the custody of their clients' and customers' deeds and securities, whether gratuitously or for reward, are not insurers, but, on the contrary, are liable only to use reasonable care and diligence; no solicitors or bankers would accept such bailments if they warranted safety." The decision then made was reversed (1912, A.C. 716), but without affecting this statement of the law. It thus appears clearly that a bank is not *prima facie* liable for the loss of a customers' chattels or securities by burglary, and presumably the chance of burglary in the Berlin case had been deemed so negligible that it was not covered by insurance. However, such insurance can, of course, be effected, or a safe deposit company may guarantee safety to its customers, even from "Act of God" or the King's enemies. The question of the opening, searching, and abstraction of the contents of such a box by the police is likely to be raised in the near future. A search warrant granted under s. 42 of the Larceny Act would, of course, fully authorise such procedure, but only in respect of offences dealt with in the Act itself, the punishment for receiving bribes being prescribed by other statutes.

Coroners' Inquests.

IN THE HOUSE of Commons on 30th January, Mr. MORRIS brought in a Bill to amend the Coroners Acts, 1887 to 1926. He said that as the law stood, where a coroner's court had assembled and a person had been arrested and brought before a magistrate the coroner must, unless he had good reason to the contrary, adjourn the inquest. If the person arrested was charged on an indictment and acquitted, on the re-assembling of the coroner's court the jury could not find a verdict against that person, but if the charge was dismissed by the magistrate the jury could find a verdict against the person who had been discharged by the magistrate. At Oxford Assizes last week a prisoner was brought up for manslaughter by shooting. The magistrates had previously dismissed the case because there was no *prima facie* evidence, but the coroner's court, on re-assembling, brought in a verdict of manslaughter. That meant that the accused had to go to the assizes, where Mr. Justice ROCHE, in addressing the grand jury, expressed the view that there was no case for manslaughter, and the grand jury accordingly threw out the bill. The position therefore, was that this person, after being acquitted by the magistrates, was not only again placed in the dock, but had to bear all the expenses of his defence, in addition to which the country had to bear the expense of the attendance of smoe eighteen witnesses who were involved in the case. Such

a position was illogical, and the object of the Bill was to amend the law accordingly. The present position may be inconvenient, and in particular cases, such as the one quoted, wasteful; but it may prove that Parliament is not prepared to go beyond the provisions of the recent Coroners (Amendment) Act, 1926. The law now is that if a man has stood his trial and been acquitted by a jury he is free, and no coroner's jury can find a verdict against him so as to put him again on his trial. A dismissal of an indictable offence by justices who find insufficient evidence upon which to commit for trial is not such an acquittal; the man has not been tried. It may still be thought well that a coroner's jury should be able to secure his committal for trial if they consider it necessary. In the Oxford case the grand jury threw out the bill on the advice of the learned judge, but it is conceivable that cases would arise in which the judge of assize might agree with the view of the coroner's jury rather than that of the magistrate's. On the whole we agree that the consequences of these double inquiries are undesirable; but we wish to point out that the matter is not beyond discussion from two standpoints.

Consideration in Contract.

A LEARNED contributor to the current number of the *Michigan Law Review* has an interesting note on the question whether a consideration which is nominal merely is legally sufficient to support a promise and make it binding. Nothing is more firmly established in English law than that consideration is essential in the case of a contract not under seal; but having mastered this elementary principle the student is apt to be a little puzzled by being further instructed that the consideration need not be adequate to the promise, although it must be of some value in the eye of the law. The difficulty thus created in certain cases has led the contributor to the American periodical to advance the suggestion that our law ought to recognise the enforceability of properly authenticated gratuitous promises that are made seriously. This is, in fact, the position adopted by Scots law. In their valuable "Introduction to the Law of Scotland," Professor GLOAG and Professor HENDERSON make it clear that the law of that country has rejected the doctrine of consideration, but they point out that a gratuitous promise can be proved only by a writing of the promisor or by eliciting an admission from him on a reference to his oath. The same principle is more vivaciously illustrated by Mr. AUGUSTINE BIRRELL in his paper on "Nationality," published some years ago. Postulating the case of an Englishman, moved by the devotion and attention bestowed by a maiden aunt during his father's last illness, saying to her: "I will give you £50 a year," and then repenting him of his promise, Mr. BIRRELL points out that the promisor is under no legal obligation to make his promise good. "If he is a gentleman," adds Mr. BIRRELL, "he will send a £10 note to his aunt at Christmas, and a fat goose at Michaelmas, and then the matter drops as but the babble of the sickroom." In Scotland, on the other hand, as he says, the promisor would not thus easily escape from his promise, for, provided she could prove it, the maiden aunt could secure her annuity and live merrily in Peebles for the rest of a voluptuous life. Surely, justice is here on the side of the Scottish view.

THE COMMON SERJEANT.

IN OUR issue of Saturday, the 19th January (73 SOL. J. 33), we referred to a report that Sir HENRY DICKENS, who has discharged the duties of this appointment with so much distinction during the past twenty-one years, contemplated an early retirement. We now learn on the highest authority that there is no foundation whatever for the suggestion, and we feel that the profession rejoice that this is so and will join with us in wishing Sir HENRY many more years of health and strength, in which to add lustre to the high office which he holds.

Law of Mortmain.

THE appellation of the term "Mortmain" was originally applied to denote the possession of land by bodies having perpetual succession, whereby the land became to a great extent inalienable and the Crown deprived of the military and other services to which land was then subject: Co. Litt 2 (*b*). The policy, therefore, of the common law was to discourage the inalienability of land irrespective of the peculiar mischiefs arising from the vesting of land in mortmain: *Attree* v. *Hawe*, L. R. 9, C.D. 337, at p. 345, and the earliest Statutes of Mortmain were imposed to check the acquisition of land by ecclesiastical bodies, they being the chief purchasers in Norman times: Shelford, p. 2.

Alienation to corporate bodies, other than ecclesiastical, was not, apparently, at first affected by statute as the same practical inconvenience did not arise from it, but the Statutes of Mortmain were ultimately extended to all corporate bodies —lay as well as ecclesiastical—by 15 Rich. II, c. 5.

Alienation in Mortmain, in *mortua manu*—is therefore described as an alienation of lands and tenements to any corporation, sole or aggregate, ecclesiastical or temporal—whereby the lands and tenements become perpetually inherent in one dead hand: Shelford, *ibid.*

The growth, however, of the power to alienate land had the effect of gradually undermining the feudal system, and led to a conflict between the ecclesiastical corporations and the owners of land dedicated to military services, and this at a time when the welfare of the State demanded that alienation should affect liability for military services, notwithstanding change of ownership, and that the land should not be withdrawn from ordinary circulation and vested in a body of individuals having perpetual succession.

The first legislative enactment against alienation of land was the second of Henry III's great charters: 9 Hen. III, c. 36, re-enacted 25 Edw. I, c. 36, which made all gifts of land to religious houses void and the land forfeited to the lord of the fee. This enactment, which was considered inapplicable to corporations sole: Coke, 2 Inst. 75, was evaded by purchasing lands holden by the corporations themselves as lords of the fee; by taking leases for long terms of years; and by other devices: Shelford, p. 6.

To prevent these evasions the *Statute de Viris Religiosis*, 7 Edw. I, St. 2 (1297), was passed, which enacted "that no person religious or other whatsoever he be that will buy or sell any lands or tenements or under the colour of gift or lease or that will rece ve by reason of any other title whatsoever it be lands or tenements or by any other craft or engine will presume to appropriate to himself under pain of forfeiture of the same whereby such lands or tenements may anywise come into mortmain. We have provided also that if any person religious or other do presume, either by craft or engine, to offend against this statute, it shall be lawful for us and other immediate chief lords of the fee so aliened to enter," etc.

The effect of this statute was to render the land alienated in mortmain liable to forfeiture to the lord of the fee mediate as well as immediate, or to the Crown, but the alienation was good against the grantor and, until entry, was good as regards the title of the corporation to hold. Alienation, however, gave no right to an action at law either to the mesne lords or to the Crown, for the thing which passed to them by the alienation was a title merely without any such right as supplies a cause of action. Nothing, therefore, was necessary but entry on the part of a mesne lord, but as regards the Crown, the Crown could not enter before office found: Grant on Corporations, p. 100.

An alienation of land in mortmain was consequently voidable but not void. Being voidable only at the option of the mesne lords and the Crown, the right of the mesne lords became in process of time difficult to trace, owing partly to the Statute of *Quia Emptores* (1290) prohibiting the creation of a tenure of an estate in fee simple, which statute, in course of time,

operated to reduce the rights of mesne lords: such rights soon came to be disregarded, a licence from the Crown alone being necessary.

This licence was only a waiver of the right of the Crown to enter on the land alienated, and did not abrogate the rights of the mesne lords to enter, so that the corporation was not secure until the lapse of the period limited for the assertion of their rights by the Statute of Westminster the Second, 13 Edw. I, c. 32.

As regards the power of the Crown to grant licence in mortmain, it would seem that from Saxon times it was a prerogative of the Crown: Shelford, p. 35, and this prerogative was confirmed by the Statute of 18 Edw. III, St. 3, c. 3 (1344), though by granting such licence the Crown could only affect its own rights, and not the rights of mesne lords. To be effective, therefore, a licence was necessary, not only from the Crown, but from the immediate and mediate lords: Kyd on Corporations, pp. 88, 89. The *Statute De Viris Religiosis* extended only to gifts and conveyances, and did not apply to actions. It proved, therefore, ineffective as, by means of what is now termed "a common recovery," lands intended to be given or sold were recovered by sentence of law upon a supposed prior title: Shelford, p. 12. To meet this device the Statute of Westminster the Second, 13 Edw. I, c. 32, enacted that in cases where such actions were brought, a jury should try "whether the demandant (or plaintiff) had right in the thing demanded or not; if it was found that he had right, judgment should pass to him, and he should recover seisin, and if he had no right, the land should accrue to the next lord of the fee if he demanded it within a year from the time of the inquest taken: if he did not demand it within the year, it should accrue to the next lord above if he demanded it within halt a year from the same year; and so every lord after the next lord should have the space of half a year to demand it successively until it came to the King, to whom at length, through default of other lords, the land shall accrue."

The operation of this statute was eluded by means of a feoffment to uses, whereby the ecclesiastical houses secured the actual profits without becoming entitled to the lands themselves, the seisin remaining in the feoffers, and thus the necessity of applying for a licence in mortmain, avoided: Shelford, p. 16.

To meet this device the Statute of 15 Rich. II, c. 5, enacted that all those who were then possessed of lands to the use of religious people or other spiritual persons should either convey them in mortmain by licence of the King and of other lords, or that they should sell them to some other use under penalty of their being forfeited according to the provisions of the *Statute de Religiosis*. Under the same penalty, the statute also enacted that from thenceforth no such purchase should be made so that such religious people or other spiritual persons should enjoy the profits: Shelford, *ibid.*

The result of the Statute of 15 Rich. II, c. 5, extending as it did to all corporations, ecclesiastical and lay, aggregate and sole, effectively put a stop to the devices and expedients previously resorted to by corporate bodies to avoid the operation of the Mortmain Acts.

The statutes to which reference has been made may be termed the old Statutes of Mortmain, and these, it will be observed, applied only to lands vested in corporate bodies.

At a more recent period it was found expedient to restrain alienation of land for religious purposes in cases where the old Mortmain Acts did not apply, that is to say, where the land given was not vested in a corporate body, but in aggregate bodies holding land in perpetual succession without being incorporated: Shelford, p. 19.

By the Statute of 23 Hen. VIII, c. 10, it was enacted that all assurances and trusts of lands thereafter declared to the use of parish churches, chapels, churchwardens, guilds, fraternities, etc., erected and made of devotion or by common consent of the people *without any corporation* or to uses to have orbits perpetual, or a continual service of a priest for ever, or for sixty or eighty years, were declared to be within the mischiefs of alienations in mortmain and to be utterly void as to such gifts for any term exceeding twenty years from the creation of such uses.

By a subsequent statute, that of 1 Edw. VI, c. 14 (1547) (which was considered as establishing the illegality of certain gifts for religious purposes as being superstitious), real and personal property, *theretofore* disposed of to such purposes, was forfeited to the King, and such dispositions declared to be superstitious, and by 1 Eliz., c. 24 (1559), all property subsequently given to such purposes was likewise forfeited. This Statute of 1 Eliz., c. 24, which was an Act to annex to the Crown certain religious houses and monasteries, and to reform certain abuses in chantries, was repealed by the Roman Catholic Relief Act of 1926, except as regards certain sections to which it is unnecessary here to refer. The Statute of 23 Hen. VIII, c. 10, to which reference has already been made, was construed as applying only to gifts of land for such religious purposes as were then deemed superstitious as distinguished from charitable: *Porter's Case*, 1 Rep. 16 (*b*), and it was not until the so-called Mortmain Act of 9 Geo. II, c. 36 (1736), that gifts of land for charitable purposes were avoided unless made in accordance with the provisions of that statute which, up to the date of the passing of the Act, had been upheld as good as being for a public benefit.

The Statute of 9 Geo. II, c. 36, however, did not condemn the application of property to charitable purposes, its object apparently being to protect persons *in extremis* from imposition, and in order to effect this, gifts of property to such purposes were permitted only by deed enrolled in the lifetime of the donor. There is no certain "knowledge of the true grounds which influenced the Legislature to pass the statute, but it seems probable that the real motive was to prevent the acquisition of land by ecclesiastical bodies": see Report of Select Committee, 1844.

The necessity for such a statute as that of 9 Geo. II, c. 36, must have existed, as the Mortmain Acts applied only to cases of alienation *inter vivos*, although until the Statute of Wills (32 Hen. VIII, c. 1) there was no power to devise land. By the explanatory Statute of 34 & 35 Hen. VIII, c. 5, corporations were expressly debarred from taking any benefits under the Statute of Wills, and until the passing of the Wills Act (7 Will. IV and 1 Vict. c. 26) a devise of land to a corporation was void at law, though in Courts of Equity it was upheld in favour of a corporation when the devise was for charitable purposes.

Previously, however, to the Statute of 9 Geo. II, c. 36, it had been found that the upholding of gifts of land—as well as personalty—for charitable purposes as being for a public benefit led to many abuses.

These were inquired into by Commissioners appointed under the well-known Statute of Charitable Uses (43 Eliz. c. 4, 1601), but this mode of proceeding was found to be unsatisfactory and resort was again had to proceedings by way of information in the name of the Attorney-General, which, prior to the statute, was the mode of proceeding in charity cases: *Att.-Gen.* v. *Mayor of Dublin*, 1 Bh. (N.S.) 347.

Although proceedings under the Statute of Charitable Uses soon became obsolete, its preamble has always been resorted to where it is necessary to consider the definition of the term "charity," and the validity or invalidity of a charitable gift *quâ* charitable has always since depended on the question whether or not the gift comes within the letter, or what is termed the equity of the statute, and the court now confines its jurisdiction as regards charities to those charitable or quasi-charitable purposes mentioned in the preamble, and to those purposes which are by analogy within its spirit and intendment, or, as it is expressed in s. 13 (2) of the Mortmain and Charitable Uses Act, 1888, to charities "within the meaning, purview, and interpretation of the said preamble."

The Statute of 9 Geo. II, c. 36, remained in force down to the year 1888, when, by the Mortmain and Charitable Uses Act passed in that year, the law as to mortmain was consolidated and amended, and the old Statutes of Mortmain, including the so-called Mortmain Act of 9 Geo. II, c. 36, repealed.

The Act of 1888 deals not only with the assurance of land in mortmain, but also with assurance of land for charitable purposes irrespective of whether the assurance be to a corporation or not.

Thus, Part I of the Act applies to the assurance of land to or for the benefit of any corporation in *mortmain*, and land so assured otherwise than under the authority of a licence from the Crown, or of a statute for the time being in force, is declared forfeited to the Crown or the mesne lord, as the case may be, from the date of the assurance, the Crown or mesne lord may enter on and hold the land accordingly.

At the present day there are but few (if any) mesne or intermediate lords owing to the fact that since the Statute of *Quia Emptores* (18 Edw. I, c. 1, 1290), already referred to, it has not been lawful to create a tenure in fee simple, so that the right of entry is invariably in the Crown as lord paramount. The prohibition of assurance of land to corporate bodies without the authority of the Crown, if strictly construed, not only renders it necessary for the corporation, which is to take and hold the land, to obtain a licence, but also makes it incumbent on the donor or person conveying to obtain a licence to alienate the corporation.

Part II of the Act of 1888 sets out the conditions under which assurances of land or personal estate may be made to charitable uses, and the formalities to be observed in the execution of assurances to such uses, practically re-enacting the provisions of 9 Geo. II, c. 36, as regards the formalities to be observed in the execution of deeds, by which land is to be conveyed to charitable purposes.

Its provisions are such as to render it impossible to devise land or money to be laid out in the purchase of land for charitable purposes, except for the specific objects mentioned in s. 6, sub-s. (1); and, so far as the Act purported otherwise to apply to wills, wills are expressly excluded by the wording of s. 4, which is worded so as to be intelligible as applied to deeds and to be inaccurate as applied to wills, though there are a few words in sub-s. (3) of s. 4, which might be so applied: Lindley, L.J., in *In re Hume*, 1895, 1 Ch. 422, at p. 435.

It was not until the Mortmain and Charitable Uses Act, 1891, that a gift of land by will to charitable uses could be made except in the cases specified in s. 6 of the Act of 1888, so that the Act of 1891 effected a total revolution of the law as regards the power to devise land for charitable purposes and was a total departure from anterior legislation from the time of the Mortmain Acts down to 1888: *In re Hume, supra.* It swept away the obstacles which hitherto had stood in the way of alienation of land by will to charitable purposes and restored to owners of land the testamentary power to alienate to charity of which they had been deprived by the Statute of 9 Geo. II, c. 36.

It has had a further effect: it has swept away the necessity of inserting in wills bequeathing personal estate to charitable purposes a direction to marshal the assets in order that legacies, other than charitable, should be paid out of impure personalty, so as to leave the pure personalty for payment of the charitable legacies, and it has, by abolishing the distinction between pure and impure personalty, rendered it unnecessary to consider questions relating to apportionment which frequently arose where assets had not been directed to be marshalled. The Act of 1891, however, imposes certain checks, which have the effect of preventing land devised to charitable purposes from becoming, more or less, inalienable, and still withholds the power of holding land devised for such purposes, as an investment.

By the Mortmain and Charitable Uses Amendment Act, 1892—amending the Mortmain and Charitable Uses Act, 1888—the exemptions contained in the latter Act are extended to apply to any assurance of land by deed to any local authority, for any purpose for which such authority is empowered by any Act of Parliament to acquire land.

The operation of the statutes relating to the acquisition of land by corporate bodies has been from time to time relaxed in numerous instances.

Thus, as regards education, the Education Act, 1921 (11 & 12 Geo. V, c. 51), s. 117, provides that any assurance as defined by s. 10 of the Mortmain and Charitable Uses Act, 1888, of land or personal estate to be laid out in the purchase of land, for educational purposes, *whether made before or after the passing of the Act* (i.e., 19th August, 1921), shall be exempt from any restrictions of the law relating to mortmain and charitable uses, and the Mortmain and Charitable Uses Acts, 1888 and 1891, and the Mortmain and Charitable Uses Amendment Act, 1892, shall not apply with respect to any such assurance, but every such assurance for such purposes, including every assurance of land to any local authority for any educational purposes or *purposes for which such authority is empowered by any Act of Parliament to acquire land*, shall be sent to the offices of the Board of Education in London for the purpose of being recorded in the books of the Board as soon as may be after the execution of the deed or other instrument of assurance, or in the case of a will, after the death of the testator. Then, as to assurance of land or personal estate to charitable uses generally, s. 20, sub-s. (4), of the Settled Land Act, 1925, provides that every assurance of land or of personal estate, within the meaning of s. 4 of the Mortmain and Charitable Uses Act, 1888, or if the charitable uses are declared by a separate instrument, then that instrument, shall, in the place of the requirements respecting attestation and enrolment prescribed by sub-ss. (6) and (9) of that section, be sent to the offices of the Charity Commissioners within six months after the execution thereof or *within such extended period as the said Commissioners may either before or after the expiration of the six months in any particular case allow* for the purpose of being recorded in the books of the said Commissioners.

This provision, however, does not apply to registered dispositions of registered land or to assurances or instruments coming within s. 117 of the Education Act, 1921, and only applies to instruments executed after the passing of the Settled Land Act, 1925, i.e., 9th April, 1925.

Housing: Some Legal Difficulties.

By RANDOLPH A. GLEN, M.A., LL.B.

VI.

The Clearance of Slum Areas.

The first group of provisions into which I am dividing these articles, "The Repair of Individual Houses," having been completed, I now come to my second group, "The Clearance of Slum Areas." This is done by means of two kinds of schemes, called "Improvement Schemes" (ss. 35 and 36 of the Act of 1925) and "Reconstruction Schemes" (s. 37). An improvement scheme commences with an "official representation" that an urban (not "rural," see s. 35 (3)) area is unhealthy, and that the most satisfactory method of dealing with its sanitary defects is a scheme "for the re-arrangement and re-construction of the streets and houses within the area, or of some of such streets or houses." This is followed by a resolution of the local authority to make such a scheme. An official representation is not necessary in the case of a reconstruction scheme, but the local authority (in this case either urban or rural) have to be satisfied either (*a*) that, where a demolition order has been made under Pt. I of the Act, "it would be beneficial to the health of the inhabitants

of the neighbouring houses if the area of which such building forms part were used for all or any of the following purposes: (i) dedicated as a highway or open space, or (ii) appropriated, sold or let for the erection of houses for the working classes, or (iii) exchanged with other neighbouring land which is more suitable for the erection of such houses, and which on exchange will be appropriated, sold, or let for such erection; or (*b*) that the closeness, narrowness and bad arrangement or bad condition of any buildings, or the want of light, air, ventilation or proper conveniences, or any other sanitary defect in any buildings is dangerous or prejudicial to the health of the inhabitants either of the said buildings or of the neighbouring buildings, and that the most satisfactory method of dealing with the said evils is by the demolition or the reconstruction or re-arrangement of the said buildings or some of them, and that the area comprising those buildings and the yards, out-houses, and appurtenances thereof, and the site thereof, is too small to be dealt with by an improvement scheme." I know of no cases relating to reconstruction schemes, but there have been the following decisions on improvement schemes.

In *The Times* of the 15th December, 1928, is reported a most important decision of the Divisional Court (*Rex* (*Davis*) v. *Minister of Health*). The Minister of Health was prohibited from dealing with an improvement scheme which authorised the Derby Corporation to clear an insanitary site and sell, lease or otherwise dispose of it as they thought fit, on the ground that this was *ultra vires* and that the time for intervention was before the scheme was approved by the Minister.

Under s. 20 of the Artisans' and Labourers' Dwellings Improvement Act, 1875 (now s. 45 of the Act of 1925), it was held that easements in process of acquisition under the Prescription Act, 1832, at the date of a purchase under an improvement scheme, as well as acquired easements, were extinguished, and that the owner was entitled to compensation for the loss of an inchoate right to light (*Barlow* v. *Ross*, 1890, L.R. 24 Q.B.D. 381). But owners are not entitled to compensation for interests acquired after service of the notice to treat, or for "interests which are about to expire and are so small as not to be deserving of the troublesome and expensive machinery for assessing compensation" (per MATTHEW, J., in *Wilkins* v. *Birmingham Corporation*, 1883, L.R. 25 Ch. D., at p. 80). Where an easement of light appurtenant to premises adjoining, but not included in, an improvement scheme is injured by the scheme, the owner of the easement cannot claim compensation for loss of trade, or for diminution in the value of the goodwill of the business carried on, at the premises enjoying the easement (*In re Harvey and London C.C.*, L.R. 1909, 1 Ch. 528).

In assessing compensation for the compulsory purchase of a fully licensed public-house for the purpose of an improvement scheme, the official arbitrator under the Acquisition of Lands (Assessment of Compensation) Act, 1919, cannot award to the licensee any sum for trade disturbance, or for the loss of the licence, or for the value of the trade fixtures (*Northwood* v. *London C.C.*, L.R. 1926, 2 K.B. 411), but, in assessing the compensation to be paid to the brewers, he may take into consideration the existence of a "tie" (*In re Chandler's Brewery Co. and London C.C.*, L.R. 1903, 1 K.B. 569; 47 SOL. J. 319).

At the date of the publication of the advertisement of an improvement scheme, certain premises were worth £957. At the date of the notice to treat, two years afterwards, their value was £500. It was held that the award must be for £500 (*London C.C.* v. *Wilson's Executors*, L.R. 1916, 1 K.B. 837).

The Rent Restriction Acts do not require a local authority, when seeking to recover possession of a dwelling-house for the purposes of an improvement scheme, to show that alternative accommodation is available for the tenant (*Parry* v. *Harding*, L.R. 1925, 1 K.B. 111).

Next week I propose to deal with my third group, "The Provision of New Houses."

A Conveyancer's Diary.

Meaning of Binding Trust for Sale.

The full official report of *Re Norton*, 1921, 1 Ch. 84, having now appeared, it may be expedient to investigate how far this decision has affected the principle of *Re Leigh's Settled Estates*, 1926, 1 Ch. 852; 1927, 2 Ch. 13, as modified by *Re Parker's Settled Estates*, 1928, Ch. 247.

Before, however, considering the effect of these cases, it will be well to re-state the facts of each of them so far as material to the consideration of the points of law involved.

Re Leigh, No. 1, it will be remembered, was decided before the passing of the Law of Property (Amendment) Act, 1926, which amended the L.P.A., 1925, s. 2 (2), and the S.L.A., 1925, s. 1.

The facts in *Re Leigh*, so far as material, were as follows:—

Land, subject to a compound settlement under which there was a subsisting jointure rent-charge, was disentailed with the leave of the court by the tenant in tail in possession, who was an infant. The land was then conveyed, also with the leave of the court, subject to the jointure, to trustees upon trust for sale, with a power to postpone sale, and to stand possessed of the proceeds of sale and the net income until sale upon the trusts of a settlement of even date. Under this settlement the income of the proceeds of sale and the net rents and profits until sale were to be applied, first in payment of certain additional annuities and then in payment of the residue to the former tenant in tail. By certain orders of the court in 1924 and 1925 respectively it was ordered that the former tenant in tail be let into possession of the property and that she was to have the powers conferred on a tenant for life under the Settled Land Acts, 1882 to 1890.

The trustees for sale were the same persons as the former compound settlement trustees.

The summons was taken out, in 1926, to determine:—

(1) Who ought to have a vesting deed executed in his or her favour, and who were the trustees of the settlements to execute such a deed;

(2) Whether the orders of 1924 and 1925 were still in force within the meaning of the L.P.A., 1925, s. 29 (4), and whether the former tenant in tail could under that sub-section exercise the powers conferred on a tenant for life by the S.L.A., 1925, in the names and on behalf of the trustees, or whether these powers were exercisable by the trustees.

The answer to these questions turned on the meaning of the words "immediate binding trust for sale" in relation to land. Tomlin, J., held that the word "binding" could not mean binding in the ordinary sense, for this would have meant construing the word as merely referring to a valid trust as opposed to an invalid one, which would have reduced the meaning of the word to absurdity.

He held, therefore, that binding must mean that "where the subject matter of the settlement is the whole unincumbered fee simple, an *immediate binding* trust for sale is one which is capable of overriding all prior charges having under the settlement priority to the trust for sale." In other words the word "binding" was held to mean overriding. There was, clearly, no overriding trust for sale in the case under consideration, as the trust for sale could not override the jointure rentcharge.

The passage of the Law of Property (Amendment) Act, 1926, made it necessary for *Re Leigh* again to come up for consideration: 1927, 2 Ch. 14. On this occasion, Tomlin, J., without modifying his previous definition of the words *immediate binding* trust for sale, held that the words "trust for sale" in the amendment to the S.L.A., 1925, s. 1, contained in the schedule to the Amending Act in the form of a new sub-section, (vii), to that section of the S.L.A., 1925, meant an immediate binding trust for sale, but that the same words in the L.P.A., 1925, s. 2 (2) as amended, included trusts for

sale which were not overriding trusts. Accordingly he held that, in the events which had happened, the land was no longer settled land, but was subject to an immediate binding trust for sale; for the trustees for sale having been approved by the court either expressly or by implication in 1923, when the court authorised the disentail and resettlement on trust for sale, they could override equitable interests under the settlement having priority to the trusts for sale: L.P.A., 1925, s. 2 (2) as amended.

It will be seen that this decision, though having the same result, so far as this particular case was concerned, as if the words "immediate binding trust for sale" had previously been construed in a more liberal way, left the definition of these words, as given in *Re Leigh*, No. 1, unaffected.

This definition, however, appeared to be considerably modified by Romer, J., in *Re Parker's Settled Estates*, 1928, 1 Ch. 247.

(*To be continued.*)

Landlord and Tenant Notebook.

Effect of L.P.A., 1925, on Liability of Sub-lessee under Covenants in Head Lease.

The position of underlessees (with regard to liability under covenants contained in head leases) would appear to have been materially altered by the L.P.A., 1925, but whether this result has been achieved by accident or by design is not quite apparent.

That the underlessee may now be liable to the superior lessor under covenants contained in the superior lease seems to be the effect of the recent decision of Tomlin, J., in *Peachy* v. *Young*, 1929, W.N. 29.

In that case a lessee mortgaged his interest therein by way of sub-demise for the remainder of the term less three days. The deed contained a covenant for further assurance, under the terms of which the mortgagee was entitled to call on the mortgagor "to do and execute . . . all and every such further and other lawful and reasonable acts deeds conveyances and assignments and assurances in the law for the further better more perfectly and absolutely demising or assigning and assuring the aforesaid premises unto the (mortgagee)." Subsequently the premises became vested in the defendant for the residue of the term granted by the mortgage. The defendant went into possession, but the remainder of the term created by the superior lease was never vested in him. The superior lessor sought to make the defendant personally liable on the covenant contained in the superior lease.

But for the L.P.A., 1925, it is clear that the defendant could not have been held liable to the superior lessor, because there was no privity of estate between them. It was argued, however, that the effect of the L.P.A. was to vest the three outstanding days in the defendant and thereby to create privity between him and the plaintiff; and this view was accepted by Tomlin, J.

The material provisions in the L.P.A., 1925, are paras. 3 and 6 (*d*) of Pt. II of Sched. I, and these paragraphs are as follows:—

"(3) Where immediately after the commencement of this Act any person is entitled subject or not to the payment of the costs of tracing the title and of conveyance to require any legal estate (not vested in trustees for sale) to be conveyed to or otherwise vested in him such legal estate shall by virtue of this Part of this Schedule vest in manner hereinafter provided . . .

"(6) Under the provisions of this Part of this Schedule the legal estate affected (namely any estate which a person is entitled to require to be vested in him as aforesaid) shall vest as follows:—

"(*d*) In any case to which the foregoing sub-paragraphs do not apply the legal estate affected shall vest in the person of full age who immediately after the commencement of this Act is entitled (subject or not to the payment of costs and any customary payments) to require the legal estate to be vested in him, but subject to any mortgage term subsisting or created by this Act."

Mr. Justice Tomlin held that inasmuch as at the commencement of the Act there was an outstanding legal estate which the defendant was entitled to require to be conveyed to him the effect of the above paragraphs was to vest the legal estate in him.

Mr. Justice Tomlin, in arriving at the above decision, negatived the contention advanced on behalf of the underlessee that the case came within paragraph 2 of Pt. II of the First Schedule, which provides that "where immediately after the commencement of the Act any owner of a legal estate is entitled . . . to require any other legal estate in the same lands to be surrendered, released or conveyed to him *so as to merge or be extinguished* the last-mentioned estate shall . . . be extinguished . . ." the learned judge being of opinion that these words were limited to cases where the owner of a higher estate was able to call for the re-conveyance of a lower estate which, if conveyed to him would merge or be extinguished in the higher estate.

As was pointed out, however, in *Peachy* v. *Young*, the hardship which underlessees might suffer in such circumstances may be avoided if they take advantage of the amending provisions contained in the schedule to the Law of Property (Amendment) Act, 1926 (whereby a new paragraph (*n*) was added to paragraph 7 of Sched. 1, Pt. II, of the Law of Property Act, 1925). By that amendment nothing in Pt. II of the schedule to the Law of Property Act, 1925, is to operate so as "to vest in any person any legal estate affected by any rent, covenants or conditions if before any proceedings are commenced in respect of the rent, covenants or conditions and before any conveyance of the legal estate or dealing therewith, *inter vivos*, is affected, he or his personal representatives disclaim it in writing signed by him or them."

Our County Court Letter.

NEURASTHENIA AND WORKMEN'S INCAPACITY.

In the recent case of *Smart* v. *Hayman*, at Bristol County Court, an award under the Workmen's Compensation Act, 1925, was claimed in the following circumstances: The applicant was a married woman, aged sixty-three, with four children, and had long been employed by the respondent as a daily domestic servant. On the 9th July, 1928, the applicant fell from a pair of steps, and the accident had a slight physical but a considerable mental effect. Compensation of 15s. 9d. a week was paid until September, when a medical certificate was given that incapacity was no longer due to the accident, but was a recurrence of a previous nervous breakdown. The applicant's case was that the nervous breakdown was due to the accident, and the evidence was that she had always been "nervy," without an actual breakdown, but that she had been worse since the accident, and had worried over the cessation of compensation. The medical evidence for the applicant was that although work might take her mind off her trouble, she was not fit to do any which required mental concentration. The medical evidence for the respondent was that when the applicant was first examined she seemed on the verge of a breakdown, but her condition was a distinct type of mental disturbance not due to the accident. On being further examined on the 11th January, 1929, her condition was better, but she gave no reason for not doing domestic work, and although the effects of the accident had passed off, she was worried over the case. After an examination of the applicant by the medical assessor, His Honour Judge Parsons, K.C., stated that he was largely guided by the latter's opinion.

The conclusion was that the applicant's neurasthenic condition was the result of the accident, but that she was not wholly incapacitated and was able to earn money at suitable work. His Honour felt reasonably certain that she could earn 5s. a week estimated on two half-days, and compensation was therefore awarded for partial incapacity, with costs.

The right to compensation in circumstances such as the above was established in *Eaves* v. *Blaenclydach Colliery Co. Ltd.*, 1909, 2 K.B. 73, in which a collier was injured by a large stone falling upon his right foot. The county court judge subsequently reduced the compensation to a penny a week, on the grounds that (1) the muscular mischief caused by the accident had come to an end, (2) the applicant was not malingering, and (3) was competent to do the ordinary work of a collier, except that his will power was affected by traumatic neurasthenia, which deprived him of the use of the injured leg. The Court of Appeal held that it was a fallacy to say that a workman's right to compensation ceased when the muscular mischief had ended, although the nervous or hysterical effects remained. The latter showed that he had not wholly recovered from the nervous effects of the accident, which were just as real and important as the muscular effects and made him unable to work, and the case was therefore remitted for compensation to be awarded for partial incapacity.

The workman may still be entitled to compensation, even where he refuses to follow medical advice and makes his nervous condition worse by brooding over the accident. In *Hodson* v. *The Star Paper Mills Limited*, 20 B.W.C.C. 265, the applicant was loading a barrow with bales lowered from a crane, when a band broke and struck him in the eye, which had to be removed. The medical evidence was that a glass eye would have been beneficial, but the applicant refused to wear one without just cause, and the county court judge found that the brooding over the accident had produced a state of nervous disability which would become worse unless the applicant did some work. Compensation was nevertheless awarded, and the Court of Appeal upheld the decision in view of the finding of fact that the nervous state and concomitant brooding were directly due to the accident.

The limits of the principle are illustrated by *Higgs & Hill Limited* v. *Unicume*, 1913, 1 K.B. 595, in which a bricklayer was injured by the fall of a piece of timber, for which he received compensation for over three years. The employers then alleged that he had sufficiently recovered to do light work, and applied for the weekly payments to be diminished, but His Honour Judge Parry went further and terminated the compensation. The grounds were that (1) an offer of light work was unreasonably refused, (2) an average man would long ago have returned to work, (3) the applicant, though not a malingerer, had acted on unwise medical advice and under the domination of his wife, and had a fixed but erroneous idea that he was a chronic invalid. The Court of Appeal upheld the termination of compensation by a majority, as Lord Cozens-Hardy, M.R., considered that there should have been a suspensory award reducing the payments to 1d. a week, and so furnishing a stimulus to the workman to resume work.

Practice Notes.

REPAYMENT OF RELIEF LOANS.

The West Riding Magistrates at Doncaster recently dealt with a test case brought by the Board of Guardians, in which the parties summoned were: (*a*) Eleven miners, for failing to repay relief advanced in the 1926 stoppage, (*b*) their employers, the Denaby and Cadeby Collieries Limited, to show cause why they should not make deductions from their employees' wages for repayment of the relief. The guardians' case was that they had statutory powers to grant relief in the form of loans, and that the persons relieved had signed application forms for loans to be refunded at the close of the strike—or as soon as they could repay the amounts. Although the above colliery had been working full time, viz., five and a half shifts a week, nothing had been repaid by its 2,057 employees, who had received £42,043. A total of £300,321 had been advanced to miners and their dependents, and repayments had been made by the employees of the other four collieries in that area, viz., Manvers Main, Barnborough, Wath and Goldthorpe. The guardians' precept was back to the normal 8d. in the £, having been 4s. during the strike, and it was their intention (1) to pass on to persons indebted for relief the 5 per cent. discount allowed by tradespeople, and (2) not to apply for deductions in cases where wages were less than £2 per week. The defendants' case was that during the stoppage the rates were increased by 500 per cent., and the colliery companies were unable to deduct any sums from wages in respect of rent or rates, though at present they were making deductions for rent, present rates and arrears. The guardians had borrowed money to pay relief and had consequently raised the rates, which were chiefly paid by the colliery companies, but were now being worked off by the miners—the result being that the miners had borrowed money to pay themselves. The various deductions now amounted to about £1 a week, and as scores of men were going home with less than 25s. net, they were unable to pay the amounts claimed. The case for the colliery company was that if they had agreed to make deductions from the men's wages they would have infringed the Truck Acts, and though they had received no house rents during the stoppage they had had to pay rates, and therefore had a prior claim to make deductions to recoup themselves. The bench ordered the men to repay the amounts due at the rate of 1s. 6d. a week, with costs, the money to be deducted by the colliery company.

Obituary.

MR. T. N. T. STRICK.

Mr. Thomas Noon Talfourd Strick, solicitor, Swansea, passed away at his residence "Llanfair," last week, at the age of seventy-seven. Admitted in 1876, he was a son of the late Mr. Edward Strick of that town, and played a prominent part in the business life of the municipality. From 1890 up to the time when the Great Western Railway Company acquired Swansea Harbour, he acted as clerk and solicitor to the Harbour Trustees. Soon after his admission he joined his father and the late Mr. E. N. Bellingham in partnership (Strick & Bellingham), from which firm he retired in 1922. He was for some time deputy coroner for Swansea, Gower and Kilvey, a director of the Swansea Hotel Company, and a member of the Bristol Channel Yacht Club. He was a member of The Law Society.

MR. W. A. MUSSON.

Mr. William Alfred Musson, solicitor, senior member of the firm of Fishers, Ashby-de-la-Zouch, and for forty years registrar of the Ashby County Court and clerk to the Ashby Urban District Council, died on Wednesday, the 30th ult., at the age of seventy-seven. Son of a former Governor of Leicester Prison, he held the appointment of clerk to the Swadlincote Urban District Council since its formation until 1918, and acted as returning officer at the first election for the Coalville Urban District Council in 1894. An excellent speaker and capable organiser, Mr. Musson acted as agent to the late Lord Curzon, when, as the Hon. George N. Curzon he contested South Derbyshire. For three decades Mr. Musson was chairman of the Ashby Burial Board, and also of the Governors of the Ashby Grammar School, and he sat for some years as a member of the Leicestershire County Council. His eldest son, Mr. W. P. Musson, solicitor, is a member of the firm, and succeeded his father some time ago as clerk to the Ashby and Swadlincote Urban District Councils.

JUDGE SCULLY.

His Honour Judge James Aloysius Scully, who only retired last October, died suddenly of heart failure, on Tuesday, at his home in Barkstone Gardens, Kensington, aged seventy-two. When sitting for the last time at Marylebone County Court, where he was appointed in 1921, he said, "After twenty-five years as a judge I realise that the nearest approach to happiness is the feeling that we derive from doing the work which we are best suited to do. I think I can do the work of a judge better than anything else—certainly better than I can play golf—and I have therefore derived happiness in performing my duty."

The son of the late Mr. James Scully, who was High Sheriff of Tipperary in 1876, Judge Scully was born at Athassel, Golden, Tipperary, in 1856, educated at Stonyhurst College and London University, where he graduated B.A., taking classical honours. He won studentships in equity at the Middle Temple, and also a lecture prize, and was called to the Bar in 1879. The late Judge was a revising barrister on the Northern Circuit for several years and Reader and Examiner in Equity and Real Property to the Inns of Court from 1898 to 1903, when he was appointed Judge of County Courts, Circuit 50 (Sussex).

MR. THOMAS BULLIVANT.

Mr. Thomas Bullivant, solicitor to the London County Council, died at his home at Byfleet on Wednesday, at the comparatively early age of fifty-eight, from heart failure, following influenza. Mr. Bullivant, who was admitted in 1893, was appointed Deputy Solicitor to the County Council in 1918 and succeeded to the appointment of Solicitor in 1926. He was admitted in 1893.

MR. CHARLES WEAVER, B.A., T.C.D.

The death has taken place from bronchial pneumonia, following influenza, in a London nursing home, of Mr. Charles Weaver, solicitor, 46, Bedford-row, and 65, Torrington-square, W.C. Mr. Weaver, who was eighty-five years of age, was admitted in 1865. H.

Correspondence.

Rent Restriction Acts. Actual Possession for Purpose of Decontrol.

Sir,—We are acting for a tenant in similar circumstances to those in *Fainlight* v. *Thurgood*, referred to in your "Landlord and Tenant Note Book" in your issue of the 26th ult.

We note from your reference to this decision, that the county court judge held that the landlord had not obtained actual possession of the premises, so as to decontrol them within the meaning of the Act, but unfortunately no information is given as to the decision of the Divisional Court, although you state that the point relating to actual possession was not dealt with by the Divisional Court. We shall be glad to know, as a matter of interest, if the Divisional Court made an order for possession, and if so, on what grounds.

[The point with regard to actual possession was dealt with by the Divisional Court. They held, overruling the county court judge, that the landlord had obtained actual possession and that the premises were decontrolled. The county court judge had considered that for the purpose of determining whether or not there had been actual possession in the circumstances of the case, the test was whether specific performance could have been granted and the agreement to let entered into while the previous tenant was still in possession, and he held that specific performance could have been granted. The Divisional Court, without however apparently dealing with the question whether this test was appropriate, overruled the county court judge on this point as well, holding that there were no acts of part performance to take the case out of the statute, so that no specific performance could have been granted.—YOUR CONTRIBUTOR.]

Thurgood *v.* Fainlight.

Sir,—With reference to this case upon which I commented in the "Landlord and Tenant Notebook" (73 SOL. J., p. 55), I should like to make it quite clear that the Divisional Court reversed the decision of the learned county court judge. They held on the fact that there was no evidence on which it was possible to arrive at the conclusion that there had not been actual possession—the evidence being all the other way; and they further held that in any event specific performance could not have been awarded at any material time of the agreement made between the landlord and the new tenant, as there was no sufficient part performance to take the case out of the statute. YOUR CONTRIBUTOR.

Canvassing for Clients.

Sir,—We have read the letter from H.B. in your issue of the 19th inst.

We have had experience of touting by building society solicitors. We have put forward proposals for advances and after the building society has agreed to entertain them the solicitors write canvassing letters to our clients to call on them with the deeds and instruct them also in their purchase, and according to the booklet they would be entitled to have the business done at nominal fees.

There is also a recent experience of a local council having put forward to the borrowers that if they care to sell their houses the transfers would be carried through for two guineas by the local council's solicitors.

The latest project to deprive solicitors all over the country of fees which ought to be earnt by them in their localities is the Agricultural Mortgage Corporation, which is proposing to make advances to farmers in all districts in England. The corporation has made arrangements to employ its own solicitors—presumably this means a staff in the office of the corporation. This corporation is being assisted by public funds.

If it comes that this kind of procedure is being exploited further, solicitors might well ask themselves why they are called upon to pay an annual duty for the right to practise if public money is being utilised in such a way as to prevent solicitors who have set up their practice from earning their just fees.

It seems to us that the whole matter requires the attention of the Law Society so that solicitors may know where they stand.

London, W.1. A. E. HAMLIN & CO.
30th January.

RIVER POLLUTION.

The Joint Advisory Committee on River Pollution appointed by the Minister of Health and the Minister of Agriculture and Fisheries to consider and from time to time to report on the position with regard to the pollution of rivers and streams, and on any legislative, administrative or other measures which appear to them to be desirable for reducing such pollution, met on Wednesday, the 30th January, at the Ministry of Health, to consider their programme for the immediate future.

The Advisory Committee agreed to devote their next enquiry to the question of the reception of trade and manufacturing wastes into the sewers of local authorities. The subject will be dealt with both from the point of view of the present working of the general law regulating the access of these effluents to the sewers, and from that of the experience of some of those particular districts to which special codes are applicable under the provisions of Local Acts. Evidence is to be invited from the proper quarters.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Agricultural Holdings—Invalid Notice to Quit—Sale of Holding—Agreement between Vendor and Purchaser as to Compensation to Tenant.

Q. 1557. A was tenant of a farm at a yearly rent of £26, on a yearly tenancy (in writing), commencing from the 1st May, 1923, to be determinable by either party by six months' notice to quit, expiring at the end of a year of tenancy, both parties agreeing that s. 33 of the Agricultural Holdings (England) Act, 1883, should not apply. The Agricultural Holdings Act, 1923, s. 25, requires twelve months' notice in all circumstances, and the parties cannot contract out of this provision. On the 29th October, 1926, not being aware of the Act of 1923, B, the landlord, gave to A notice to quit, to expire on 1st May, 1927. On the 21st December, 1926, A acknowledged receipt of the notice to quit and accepted same and stated he intended to claim compensation under the Act. On the 29th December, 1926, B, the landlord, contracted to sell the farm and informed the purchaser that notice to quit had been given to A. The farm was transferred to the purchaser on the 8th February, 1927, and B, the landlord, gave an undertaking to the purchaser as follows:—"I undertake to indemnify you against such compensation (if any) as may be claimed by A in respect of a notice to quit, dated the 29th day of October, 1926." On the 22nd February, 1927, A sent to B formal notice of intention to claim compensation for disturbance. On the 23rd February, 1927, B wrote A, stating that the notice to quit appeared to be invalid and that the tenancy would not terminate on the 1st May as stated in the notice to quit. On the 1st May, 1927, A gave up possession of the farm to the purchaser, and the purchaser, without notifying B that A had made any claim, paid A £20 which A claimed as compensation. In June, 1927, the purchaser claimed to be entitled to receive the £20 from B under the undertaking for indemnity which B had given to the purchaser. The purchaser did not then press his claim. He has now renewed his claim and threatens proceedings. I shall be glad to receive your opinion as to whether I shall be justified in advising B to resist the purchaser's claim, or whether the payment made to A comes within the undertaking given by B. Reference to any authorities on the matter will oblige.

A. The provisions in s. 25 of the Agricultural Holdings Act, 1923 (*a*) that notices to quit may not be less than twelve months in length, and (*b*) that any "contracting out" is invalid, do not, in our opinion, mean that the tenant is bound to stay on for twelve months whether he wants to or not. The tenant can go when he likes if the landlord is willing. In deciding (in *Salford Guardians* v. *Dewhurst*, L.R. 1926, A.C. 619) that an officer may not contract out of a pension scheme, the House of Lords did not say that an officer is bound to take his pension if he does not want it. Here both landlord and tenant were willing that the tenant should go, on the 1st May, 1927, when the invalid notice expired. The only difficulty is created by the fact that, before the invalid notice expired, namely, on the 23rd February, 1927, the landlord wrote to the tenant saying that the notice was invalid and that the tenancy would not terminate on the 1st May. But, on the 8th February, 1927, before writing that letter, the landlord wrote to the purchaser agreeing to indemnify him against any compensation paid by him in respect of the notice to quit. In our opinion he was not entitled, after giving that indemnity, to alter the position, to the detriment of the purchaser and without notice to him, by preventing the tenant from acting on the notice if, as apparently he did, he still wished to do so. It is true that the letter of indemnity discloses the date when the notice was given, and therefore, the fact that it was not a twelve months' notice. But, if we are right in our view, that a tenant may accept a shorter notice if he likes, this disclosure does not help the giver of the indemnity, because, in fact, the tenant did act on the notice in spite of its withdrawal. It is not as if giving a shorter notice than the Act requires were a criminal offence, and so of not effect at all. We are, therefore, of opinion that the landlord must pay to the purchaser the £20 paid to the tenant by the purchaser as compensation.

Registration of Probate in Middlesex.

Q. 1558. (i) On a sale by an executor of freehold land in Middlesex, must the probate be registered?

(ii) If the vendor's solicitors refuse to register, to what risk would the purchaser be exposed?

(iii) Does it make any difference if the land is long leasehold?

A. The points raised are covered by s. 11 and s. 197 of L.P.A., 1925. Section 11, sub-cl. (1), provides that it shall not be necessary to register a memorial of any interest made after the commencement of the Act unless the instrument operates to transfer or create a legal estate. Sub-clause (2) provides that probates shall be treated as instruments capable of transferring a legal estate. The probate should clearly be registered. It does not make any difference if the land is long leasehold. If the probate is not registered the purchaser will be outside the protection of s. 197 (1).

Agent—Scope of Authority.

Q. 1559. I act for a foreign firm of merchants who have been importing raw materials to this district through an agent. It now appears that the agent has on occasion given fictitious orders which have been executed by the merchants. When these goods have arrived at the firm, who have apparently ordered them, they have communicated with the agent, who has then informed them that the matter must have been a mistake and asked that the goods should be placed at his disposal at the station, where he has re-collected the goods and sold them. The agent was not authorised by the merchants to collect these goods from these firms, and the merchants now propose to bring an action against the firms so delivering the goods to the agent. I have advised that such an action cannot, in my opinion, succeed, as there is no responsibility on the part of the firms to whom the goods were delivered without an order from them, either to accept these goods, keep them, or deal with them in any way whatever. They all knew that the agent was the agent, and therefore I fail to see that they are in any way liable for the delivery of these goods to the agent. A rather different case arises where firms actually ordered goods and when these have arrived they have rejected them as being unsatisfactory and then handed them over to the agent who has disposed of them. In this case, again, it is my opinion that no liability attaches to the firms rejecting the goods and handing them to the agent, as, being a commission agent for the merchants, it would be within the apparent scope of his authority to collect such goods. I shall be glad if you will let me have your opinion on these two points from the facts given above, and on what charge it would be best to proceed in case of an action being entered.

A. We entirely agree that the foreign merchants have no cause of action against the British firms in the circumstances stated. The agent was held out by the foreign merchants as having authority to deal with the goods, and in the absence of anything to indicate that he was acting fraudulently, the British firms were entitled to act upon the footing that he was acting within the scope of his authority.

Equitable Mortgage by Deposit—Sale by Mortgages.

Q. 1560. In June, 1927, by a memorandum of deposit under seal, A deposited deeds with a bank and charged the property comprised therein with the payment on demand of moneys due to the bank. He also undertook to execute a formal mortgage when required, but this has not been done. The power of sale conferred on mortgagees by the L.P.A., 1925, was declared to apply. A power of attorney was included whereby A appointed the Bank's nominee to execute on A's behalf any deed on any sale by the bank under the power of sale thereby conferred in order to vest the legal estate in the purchaser, and A also declared that he was thenceforth a trustee of the property for the bank, and that they could appoint new trustees in his place. In November, 1927, A executed a deed of arrangement. The bank are now selling as mortgagees in possession, and we, as solicitors to the purchaser, shall be glad to know whether the bank can make title—

(1) Alone under their statutory power; or

(2) Under their power of attorney, as in the Cumulative Supplement No. 2, 1928, Encyclopedia of Precedents, Precedent No. 50, p. 270, which does not seem wholly to apply in this case; or

(3) By appointing a new trustee in place of A, as in Precedent No. 49, p. 268, in the above cumulative supplement, which also does not seem wholly to apply.

And whether in any of the above cases the trustee under the deed of arrangement must be a party to the conveyance to the purchaser, or whether such trustee is now a trustee of the memorandum of deposit and can or should be removed by the bank appointing someone in his place for the purpose of the conveyance, or in what other manner the legal estate can be vested in the purchaser.

A. (1) No. Although by virtue of s. 15 of Lord Cranworth's Act, 1860, an equitable mortgagee, whose mortgage was under seal, could pass the legal estate, if in the mortgagor, this section was repealed by the Conveyancing Act, 1881, except as regards the operation of any mortgage executed before that Act. By ss. 19 and 21 of the Conveyancing Act an equitable mortgagee, whose mortgage was under seal, could convey the equitable interest, but could not pass the legal estate to a purchaser. These sections of the Conveyancing Act were repealed by the L.P.A., 1925, but apparently s. 104 of the latter Act, does not confer any power on an equitable mortgagee to convey the legal estate, and it should also be borne in mind generally that the rights of a mortgagee by deposit of title deeds are not affected by the L.P.A., 1925 (see s. 13 (2) and (3)). The opinion is here expressed that the bank can make title, and the legal estate conveyed by them, either under their power of attorney, or by appointing a new trustee, and that the precedents mentioned, but transposed the other way round, would apply respectively, and that either precedent could without difficulty be adapted to meet the case. It is immaterial whether or not the memorandum of deposit contains a proviso negativing s. 103 of the L.P.A., 1925, as the purchaser will be fully protected under s. 104. If the sale is effected under the power of attorney, which seems the preferable way, it will not be necessary for the trustee under the deed of arrangement to join in the conveyance, and the memorandum of deposit should be handed over to the purchaser, as this will obviate the necessity of filing such memorandum, or a certified copy thereof, in the Central Office under L.P.A., 1925, s. 125. It is assumed that the memorandum does not relate to property registered under the L.P.A., 1925.

Mortgage to Wife—Advance stated to be "Out of Separate Estate of Husband and Wife"—Effect.

Q. 1561. In a mortgage (pre-1926) to a husband and wife the mortgage money is stated as having been paid "out of moneys belonging to their separate estate." The husband dies and his will is proved by his executors. The wife, in whom the legal estate is apparently vested, enters into a contract to sell as surviving mortgagee. Can the wife make title and give a valid receipt for the purchase money? If not, what is the proper course to adopt? If the wife cannot give such a receipt her husband's executors could only give a valid receipt for half the amount due under the mortgage.

A. We assume that the husband was not a party to the mortgage. The expression "out of moneys belonging to their separate estate" is doubtful in meaning, but probably only indicates that the loan was made out of the joint moneys of the husband and wife, or, in other words, that the advance in part was made by the wife out of moneys in her hands upon trust for her husband. We express the opinion that L.P.A., 1925, s. 113, would protect a purchaser from the wife alone.

Intestacy—Undivided Shares—Vesting.

Q. 1562. W.C. died on 20th October, 1924, leaving two sons, A.C. and F.C. Administration to his estate was taken out by F.C. in December, 1924. At the date of his death W.C. was the owner of a leasehold house held for a term of ninety-nine years at a ground rent of £5 2s. 6d. a year. F.C., while the administration of the estate was going on, received an offer from the ground landlord to sell the freehold reversion at the price of £153 15s. He accepted the offer and the reversioner's solicitors conveyed the freehold to F.C. alone by a conveyance dated 4th November, 1925, F.C. not consulting his own solicitors as to the conveyance. At that time F.C. had not executed an assent to the leasehold interest which had vested in himself and A.C. on the death of W.C. A difficulty now arises as to what course is to be taken to put the joint title of A.C. and F.C. in order. F.C. and A.C. are entitled to the leasehold interest. The freehold reversion is legally vested in F.C. solely. Can F.C. execute an assent which will vest the freehold interest in himself and A.C.? Or will it be necessary for F.C. to execute an assent as regards the leasehold interest and then to execute a conveyance of the freehold interest to A.C. and himself? Or what must be done to straighten out the title? Naturally the parties desire to avoid any unnecessary expense. Apparently, however the title is put in order F.C. and A.C. will eventually hold on the statutory trusts.

A. For the purposes of this answer it is assumed that F.C. purchased the freehold reversion in his capacity as administrator and with funds representing part of the estate of W.C.

On the 1st January, 1926, there was vested in F.C. the freehold in possession (the lease and the reversion having merged), the equitable interest belonging to A.C. and F.C. in undivided shares in possession, and, accordingly, by virtue of L.P.A., 1925, Sched. I, para. 1 (1), the property became vested in F.C. upon the statutory trusts, subject to his rights and powers for the purposes of administration. It does not appear, therefore, that any action is strictly necessary, though we are disposed to recommend that A.C. should be appointed as an additional trustee, the deed containing a recital that the administration of the estate of W.C. is completed and a conveyance (instead of a vesting declaration) by F.C. of the legal estate to himself and A.C. Alternatively, it might be desirable for F.C. to place on record (say by a letter) that he had completed his administration prior to the 1st January, 1926.

BILL TO LEGALISE NEWSPAPER COMPETITIONS.

Major A. N. Braithwaite, member for the Buckrose Division, proposes, says *The Daily Telegraph*, to introduce in the House of Commons on Wednesday a Bill to amend the law in order to permit competitions in newspapers relating to forecasts of football results.

Legal Parables.

XXIV.

The Solicitor who put a stop to it.

Once upon a time there was a solicitor whose wife was very fond of cross-word puzzles. Every Sunday she interrupted his post-prandial torpor by asking him for an animal with three letters beginning with "C," or an exclamation beginning with "d" (he could always do that in one), and so forth. And if he became a little testy she used to show him the newspaper with the name of a lady in Peckham or Peebles or somewhere else who had got £500 for last week's solution; and then she would say "If we keep on trying, dear, we may get it some day."

Well, of course, there are a few lawyers, a very few, who like money; and this one thought £500 would be rather nice, so he shook himself up on two or three Sundays and did the cross-word. Every time he thought it was rather easy; but when the solutions were published he always found two or three words wrong.

Then he got very angry, because, he said, it was an obvious trick: at least, six instances occurred in which any one of several words would fit the puzzle.

"This thing," he said in righteous indignation, "is a mere matter of chance. It's a lottery, that's what it is. And what's more, I'll soon put a stop to it!"

So he typed an anonymous letter to the chief constable of the town, and showed the whole thing up thoroughly. (Did I mention that this solicitor generally conducted difficult police prosecutions locally? Well, he did, anyhow.)

In due course he was asked to advise, and a prosecution was launched. The good man showed how harmful this growing vice of cross-words might become in fostering gambling and the lamentable-get-rich-quick-spirit in our homes. By means of permutations, combinations, logarithms and the differential calculus, he demonstrated the chances of success to be one in, I forget, how many millions.

The defence fought manfully, but in vain. Conviction and fine followed. The solicitor went home feeling satisfied that he had done well. He was not, of course, thinking of his fee, but of his service to society in striking successfully at a growing evil.

When his wife met him in the hall, he told her exultantly all about it. "So that'll put a stop to it!" he concluded.

"Then won't there ever be any more cross-word prizes?"

"No," he replied firmly. "Not, at any rate, in our own purified town."

"Oh, well, never mind," answered the lady, "I doubt if I should have tried again. But isn't it just lovely? I've heard to-day that we've won the £500 for that awfully easy one we did, that one that made you so angry because you said there were such lots of alternatives. You told me not to send it in, but I'm rather glad I did."

FEES OF PROSECUTING SOLICITORS.

The Carnarvonshire Police Committee received at its meeting on the 31st ult. (says the *Liverpool Post*) an application from the Police Prosecuting Solicitors to have the scale of fees revised on the ground that such fees were entirely inadequate for the work involved. Whereupon one member observed that "other people throughout the county had had to put up with a reduction of wages." The matter was referred to a committee, and the appointment of a Prosecuting Solicitor for the Carnarvon Division was deferred until the next meeting.

Notes of Cases.

House of Lords.

In re **Blackwell: Blackwell** *v.* **Blackwell.** 28th January.

Will—Secret Trust—Parol Evidence—Admissibility—Verbal Instructions to Trustees—Memorandum of Details—Acceptance of Trust—Validity.

This action was brought to determine whether certain trusts verbally declared of £12,000 were void for failure to comply with the formalities required by the Wills Act, 1837, or for vagueness and uncertainty. The testator made a will in favour of his wife and son, and then made a codicil bequeathing to five friends the sum of £12,000 upon trust "for the purposes indicated" by him to them. The codicil was prepared by one of the five trustees on the testator's verbal instructions, and he wrote out a memorandum of the instructions for the trust as follows: "Income of £12,000 to be given to—" then followed the name of a lady—"or applied at the discretion of the trustees for the benefit of herself and her son." The fact that the codicil had been made was communicated to the other four trustees who accepted the trust. The testator died in June, 1925, and his widow and son commenced this action. Eve, J., held that parol evidence was admissible, and that it established a valid trust in accordance with the codicil and memorandum, and the Court of Appeal confirmed his decision.

Lord Buckmaster stated that the Lord Chancellor desired him to say that he agreed with the judgment that he was about to read. He said that the question raised on the appeal was one which in various forms had for over 200 years been the subject of vexed controversy. He omitted the detailed examination of the earlier cases, for they were all carefully considered in *In re Fleetwood*, 15 Ch.D. 594, an authority which covered the present case. That decision had never been definitely disapproved in any decided case, and even if the antecedent decisions had been less definite it would require a very clear conviction that *In re Fleetwood* was wrongly decided to render it right and proper that it should now be overruled. In his opinion, however, *In re Fleetwood* was not wrongly decided. It was decided in accordance with the authorities, by which the law was established, and which it was now too late to question or overrule.

Lord Sumner and Lord Warrington of Clyffe gave judgments to the same effect, and Lord Carson concurred.

Counsel: *Sir Thomas Hughes*, K.C., and *J. M. Easton*; *C. A. Bennett*, K.C., and *John Bennett*.

Solicitors: *Rooke & Sons*, for *T. & G. S. Brownson*, Hyde and Manchester; *Simmons & Simmons*, for *Graham-Hooper & Betteridge*, Brighton, and *March, Pearson & Green*, Manchester.

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

Court of Appeal.

No. 2.

Re **Lewis Merthyr Consolidated Collieries, Limited; Lloyds Bank Limited** *v.* **The Company.**

Lord Hanworth, M.R., Lawrence and Russell, L.JJ.

18th December.

Workmen's Compensation—Company—Injured Workmen Claiming Compensation from Company in Liquidation—Preferential Claim in respect of Money Due from Insurers—Guardians Granting Relief to Workmen—Claim by Guardians to Recover from Receivers of Company—Meaning of "Pending the Settlement"—Workmen's Compensation Act, 1925 (15 & 16 Geo. 5, c. 84, ss. 7, 13 and 41.

Appeal from a decision of Clauson, J.

Lewis Merthyr Consolidated Collieries were liable to workmen in their employment for compensation for accidents suffered

causing total or partial incapacity. The company went into voluntary liquidation, and a debenture-holders' action was brought. The Pontypridd Guardians took out a summons in the action, in chambers, for an order that the receivers for the company should repay to them the money which they (the guardians) had expended in granting relief to certain injured workmen. They based their claim on s. 41 of the Workmen's Compensation Act, 1925, the material parts of which were as follows:—"Where an authority has granted outdoor relief to a person pending the settlement of his claim to compensation under this Act . . . and either (*a*) such relief would not have been granted had the person then received or been in receipt of compensation under this Act; or (*b*) such relief is in excess of the amount which would have been granted had the person then received or been in receipt of such compensation the authority may give notice of the relief so provided to the person liable to pay compensation, and if such notice is given, the person so liable shall on demand, and being furnished with a certificate by the authority of the amount of the relief so provided or of the amount of such excess, as the case may be, repay to the authority up to the amount which he is liable to pay as compensation." The guardians submitted that, by s. 13 of the Act, the employer could redeem a weekly payment by a lump sum, calculated as laid down in the section. By s. 7 of the Act the claims of injured workmen in the winding up of a company were given a priority in respect of sums due from insurers, and, by sub-s. (3), it was enacted that:—"Where the compensation is a weekly payment, the amount due in respect thereof shall, for the purposes of this provision, be taken to be the amount of the lump sum for which the weekly payment could, if redeemable, be redeemed if the employer made an application for the purpose under this Act." That meant that the guardians ought to receive the amounts payable to a workman in receipt of weekly payments made under an award, because the latter's claim was, "pending the settlement," indicated by s. 7 (3), the ascertainment of a lump sum. Representative workmen, as respondents, contended that "pending the settlement" only meant pending the making an award by the arbitrator, or by agreement by which the workman would become entitled to compensation, and that the guardians were not entitled to claim under s. 41 in respect of workmen already entitled to weekly payments. Clauson, J., gave judgment for the guardians. The workmen appealed.

Lord HANWORTH, M.R., allowing the appeal, said that s. 7 of the Workmen's Compensation Act, 1925, dealt with the priority given to workmen's claims, as in the case of certain claims mentioned in s. 107 of the Companies (Consolidation) Act, 1908. But he did not think that "pending the settlement" meant pending the receipt of the lump sum which would be paid to liquidate the claim. In his opinion, "settlement of this claim" meant the settlement indicated in s. 14 of the Workmen's Compensation Act, 1925; the settlement of the amount due to the workman by an award. That connoted the period in respect of which the guardians could be reimbursed, under s. 41, for moneys spent in out-relief. Once the weekly payment due as compensation had been ascertained and was being paid, there seemed no longer to be a settlement pending of an amount to be paid; the question which had been pending had been solved by the award which had been made. The guardians, therefore, did not bring their claim within the earlier part of s. 41.

LAWRENCE and RUSSELL, L.JJ., delivered judgments to the same effect.

COUNSEL: *Trevor Hunter*, K.C., and *Byrne*, for the appellants; *A. T. James*, K.C., and *Stanley Evans*, for the guardians; *Bischoff* for the plaintiffs.

SOLICITORS: *Smith, Rundell Dods & Bocket*, for *Morgan, Bruce & Nicholas*, Pontypridd; *Wrentmore & Son*, for *Spickett and Sons*, Pontypridd; *Ingledew, Sons & Brown*.

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Kingsley *v.* **Adler.** Shearman and Acton, JJ. 21st January.

LANDLORD AND TENANT—RENT RESTRICTIONS ACT—NEW TENANCY CREATED—PART OF A HOUSE—CLAIM FOR POSSESSION—DE-CONTROLLED—RENT AND MORTGAGE INTEREST RESTRICTIONS ACT, 1923.

Appeal from a decision of Judge Cluer, Whitechapel County Court.

The plaintiff, Louis Kingsley, bought No. 8 Spital Square, E., an eight-roomed house, in December, 1919. He let the house, which was subject to the provisions of the Rent Restrictions Acts, to the defendant, Menasie Adler, on the 11th October, 1920, for a period of three years at £120 a year. An action for possession begun by the plaintiff, the landlord, in September, 1923, was settled by the terms of an agreement between the parties under which, *inter alia*, the landlord agreed to let six rooms to the tenant on a new tenancy for 204 weeks from July, 1924. In a subsequent action by the landlord for possession of the six rooms the County Court judge held, that they were not de-controlled under s. 2 (2) of the Rent and Mortgage Interest Restrictions Act, 1923, as contended by the plaintiff, and he gave judgment for the tenant. The landlord now appealed.

SHEARMAN, J., said that the point appeared to be a new one. In view of the decision of the Court of Appeal, in *Lloyd* v. *Cook*, 72 SOL. J. 533; 1929, 1 K.B. 103, that the term "landlord" included a person who was suing as landlord in respect of the dwelling-house, and was practically equivalent to "owner," it appeared that under s. 2 (2) of the Act of 1923 the plaintiff in the present case was the landlord of a dwelling-house which consisted of six rooms, and that he had granted a valid lease to the tenant of that dwelling-house, in this case, the six rooms. The rooms were therefore de-controlled by the above section and the appeal was allowed.

ACTON, J., concurred.

Leave to appeal was granted.

COUNSEL: *C. Doughty*, K.C., and *E. G. Kimber*, for the appellant; *C. Gallop*, for the respondent.

SOLICITORS: *H. A. Phillips; Adler and Perowne.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Midland Motor Showrooms *v.* **Newman.**

Avory, J. 1st February.

HIRE-PURCHASE AGREEMENT—INSTALMENTS IN ARREARS—AGREEMENT TO GIVE TIME—CONSIDERATION—SURETY DISCHARGED *in toto*.

The Regent Construction and Finance Co., Ltd., entered into a hire-purchase agreement with one Toye under which he obtained from them a motor-car, to be paid for by monthly instalments, and in respect of the performance of that agreement they took a guarantee from one Mrs. Newman. Toye fell in arrears with his monthly instalments and wrote to the company on the 3rd February, 1927, saying that he had a friend who was willing to send them a cheque for £20 on account, and that if they would accept that sum, he, Toye, would promise to pay the balance of the arrears of the instalments by the end of the month. The company accepted that offer by a letter dated the 4th February, and did in fact receive the cheque for £20 from Toye's friend. The balance of the arrears was not paid by the end of the month, however, and they took back the motor-car from Toye, and had to pay out £43 in respect of repairs to it. All rights under the hire-purchase agreement were assigned to the present plaintiffs, Midland Showrooms, on the 18th September, 1928, and they now brought an action against the guarantor, Mrs. Newman, for the balance of the arrears and the cost of the repairs, in all, £122 13s. 4d. The defendant pleaded that the letters of the 3rd and 4th February, 1927, constituted a binding agreement to give the principal debtor, Toye, extended time for

payment of arrears, the consideration being the cheque for £20 from Toye's friend, and she claimed that such variation of the terms was inconsistent with her guarantee from which she claimed to be discharged.

AVORY, J., stated the facts, and said that in the circumstances it was clear that there was a binding agreement to give time. In that case the only question which remained was whether the present defendant was discharged only from the payment of the amounts which were due when that binding agreement was made, or whether it operated to discharge her altogether from her obligations under the guarantee. He referred to the case of *The Croydon Commercial Gas Works Company* v. *Dickinson and Others*, 25 SOL. J. 157; 2 Comm. Pleas Div., 46, which he distinguished from the present case. Here there was one contract which could not be separated for the purpose of the payment of the instalment every month; and if there was one contract and time was given in respect of one performance under it, then that operated as a discharge of the whole contract. The defendant was discharged *in toto* and there would be judgment for her, with costs.

COUNSEL: *C. Gallop*, for the plaintiffs; *O'Hagan*, for the defendant.

SOLICITORS: *Burton & Ramsden; Silkin & Silkin.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Societies.

Gray's Inn.

Wednesday, the 23rd January, being the Grand Day of Hilary Term at Gray's Inn, the Treasurer (Master Timothy Healy, K.C.) and the Masters of the Bench entertained at dinner the following guests: The Right Hon. Lord Wargrave, The Right Hon. Archbishop Lord Davidson, G.C.V.O., The Hon. Mr. Justice Clauson, The Hon. Mr. Justice Macnaghten, Sir William Berry, Bart., Sir James Brunyate, K.C.S.I., C.I.E., Mr. G. K. Chesterton, Mr. J. L. Garvin and Mr. Alexander Glegg.

The Benchers present in addition to the Treasurer were: The Right Hon. Sir Dunbar Plunket Barton, Bart., K.C., The Right Hon. Lord Merrivale, Mr. Arthur E. Gill, The Right Hon. Lord Justice Greer, Sir Alexander Wood Renton, K.C.M.G., K.C., Sir Cecil Walsh, K.C., Mr. R. E. Dummett, The Right Hon. William Watson, K.C., M.P., Mr. G. D. Keogh, Mr. Bernard Campion, K.C., Mr. J. W. Ross-Brown, K.C., Mr. James Whitehead, K.C., Mr. Frederick Hinde, Mr. R. Storry Deans, M.P., Mr. A. Andrewes Uthwatt, Mr. Malcolm Hilbery, K.C., with the preacher (The Rev. W. R. Matthews, D.D.) and the under-treasurer (Mr. D. W. Douthwaite).

United Law Society.

A meeting of the society was held in the Middle Temple Common Room on 28th January. Mr. F. B. Guedalla in the chair. Mr. C. C. Ross opened:—

"That this house considers that liberalism and socialism being effete, conservatism is the only creed for a rational person."

Mr. Raymond Oliver opposed. There also spoke The Hon. D. Meston and Messrs. Redfern, Samuels, Palmer, Bull, and Nipwood. The opener having replied the motion was put to the house and carried by one vote.

The Hardwicke Society.

A meeting of this society was held in the Middle Temple Common Room on Friday, the 18th ult., with the President (Mr. L. A. Abraham) in the chair. Dr. Gerald Slot moved: "That the State should give financial assistance to hospitals." Mr. G. Corderoy opposed the motion, whilst the debate was continued by Miss Bright Ashford, Mr. J. C. Leonard, Mr. W. H. Gunn, Mr. A. L. Ungoed-Thomas, the Hon. Secretary (Mr. C. H. Pearson), and Mr. J. M. Lamont. On a division the motion was carried by one vote.

The "Ex-Presidents' Debate" was held on Friday, the 25th ult., when the President (Mr. L. A. Abraham) occupied the chair. Mr. Stephen Benson (President 1925-26) moved: "That the habit of debating is of no material use in the training of a barrister." This was opposed by Mr. C. E. Crawford (President 1922-23). The discussion was then thrown open, and Mr. G. Granville Sharp (President 1924-25), Mr. H. M. Prath (Immediate Past President), Mr. Vyvyan Adams, Mr. Ifor Lloyd (Vice-President), Mr. R. S. T. Chorley (President 1920-21), Mr. L. Morgan May (President 1919), Mr. A. L. Ungoed-Thomas, and Mr. D. Campbell Lee (President 1917-18) took part in the debate. The motion was lost by thirteen votes.

A meeting was held in the Middle Temple Common Room, on Friday, 1st February. The chair was taken by the president, Mr. L. A. Abraham. Mr. A. L. Ungoed Thomas moved: "That this house would welcome an immediate renewal of full diplomatic relations with Russia." Mr. J. C. Leonard opposed the motion. The Society had the pleasure of a visit and a speech from Colonel C. L'Estrange Malone, M.P. The following also took part in the debate: Mr. Kennedy Skipton, Mr. David Cairns, Mr. Gerald Thesiger, Mr. J. H. Penson, Mr. Ifor Lloyd (vice-president), and Mr. Colin Pearson (hon. secretary). On a division the motion was carried by nine votes.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, the 29th ult. (Chairman, Mr. A. S. Diamond), the subject for debate was "That the case of *Way* v. *Bishop*, 1928, 1 Ch. 647, was wrongly decided." Mr. E. Vernon Miles opened in the affirmative, followed by Mr. C. F. S. Spurrell; whilst Mr. C. Christian-Edwards led on the other side, supported by Mr. E. E. Pugh. The following members also spoke: Messrs. C. N. Bushell, W. M. Pleadwell, M. Stowe, L. F. Sturge, E. G. M. Fletcher, W. S. Jones, Miss C. M. Young, Messrs. Horace W. Daniels, W. L. F. Archer, P. E. Roberton, and N. F. Boyes. The opener having replied, the Chairman summed up, and the motion, on being put to the meeting, was lost by four votes. There were eighteen members present.

Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall, on Thursday, the 31st January last, Mr. Wm. Winterbotham in the chair. The other directors present were Mr. P. E. Marshall, Mr. J. Venning, Mr. W. M. Woodhouse and the secretary, Mr. E. E. Barron. A sum of £140 was voted in relief of deserving cases; five new life members and nineteen new annual subscribers were elected members; and other general business was transacted.

In Parliament.

House of Lords.

ROYAL COMMISSION.

The following Bills received the Royal Assent:—
Imperial Telegraphs,
Appellate Jurisdiction,
Law of Property (Amendment).

5th February.

House of Commons.

Questions to Ministers.

SLIPPERY ROADS.

Lieut.-Colonel FREMANTLE asked the Minister of Transport whether he has taken or contemplates any action in connection with the question of slippery roads in the interest both of motor traffic and of horses?

Colonel ASHLEY: So long ago as June, 1925, a letter was issued from my Department to all county surveyors on the subject of slippery roads, recommending appropriate remedial measures. More recently, with the assistance of the County Surveyors' Society, the Asphalt Roads Association and other technical bodies, specifications for various types of road construction have been drawn up, embodying what my officers consider to be the most approved methods that can be adopted in order to combine sound construction with adequate foothold. These specifications have now been published by the British Engineering Standards Association, and I am proposing to issue a circular to all local authorities drawing their attention to the need for the general application of these improved methods. At the same time, I am circulating recommendations as to the best means to be adopted for the treatment of existing road surfaces.

Mr. MONTAGUE: Cannot the interests of pedestrians as well as motorists be considered?

Colonel ASHLEY: We are doing what we can to provide footpaths. 5th February.

INLAND REVENUE APPEALS.

Viscount SANDON asked the Chancellor of the Exchequer whether his attention has been called to the remarks of Mr. Justice Rowlatt in Court on 25th January as to the delays in Inland Revenue appeals; and what action he proposes taking in the matter?

Mr. CHURCHILL: Yes, sir, my attention has been directed to these remarks. On the general question, I would invite my Noble Friend's attention to the reply which I gave him on the 20th December, 1927. I am sending him a copy of it. As regards the present case, the judge, while deploring the delay, did not assign the responsibility for it to the Inland Revenue authorities, whose explanation if invited would have been at once weighty and complete. The Commissioners of Inland Revenue, so far as they are concerned, take every measure to expedite the passage of cases to the Court. Exceptional cases will, however, arise from time to time where, owing to a variety of circumstances, a long period elapses before the matter in dispute reaches the court.

Colonel WOODCOCK: Is the Chancellor of the Exchequer aware that this question relates to a case which was dealt with in 1924, and dates back eight years prior to that date?

Mr. CHURCHILL: I am sending a copy of the answer which was given on a previous occasion.

5th February.

COMPANIES ACT, 1928, s. 53.

Mr. CLYNES (by private notice) asked the President of the Board of Trade whether he has received representations as to the importance of bringing into force without delay s. 53 of the Companies Act, 1928, and what action he proposes to take?

Sir P. CUNLIFFE-LISTER: I have received strong representations as to the urgency of bringing into force immediately s. 53 of the Companies Act of 1928. This section provides that the simple procedure laid down in s. 120 of the Act of 1908, for obtaining the sanction of the court and the consent of shareholders or creditors, shall be available in all cases of reorganisation. I understand that important schemes of capital reconstruction cannot be carried through satisfactorily until this change in the law is made. The change itself, which the House enacted last year, I believe commands universal approval in both legal and commercial circles. I feel sure, from inquiries which I have made, that it would be the general wish of the House to expedite this reform; and the necessary steps will be taken to that end.

COMPANY LAW (CONSOLIDATION BILL).

Mr. A. V. ALEXANDER asked the President of the Board of Trade whether he is now in a position to announce the decision of the Government as to the introduction of a Bill to consolidate the law relating to joint stock companies?

Sir P. CUNLIFFE-LISTER: I hope that it will be possible to introduce this Bill in a week's time.

5th February.

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed Lieutenant-Colonel J. D. WATERS, D.S.O., barrister-at-law, to be his Private Secretary and Deputy Serjeant-at-Arms in the House of Lords in place of Mr. Robert Wynne Bankes, who has resigned his appointment. Lieutenant Colonel Waters was called to the Bar in 1919.

Mr. ROBERT WALSH, solicitor, Wigan, has been appointed Assistant Solicitor in the office of Mr. J. Entwistle, M.B.E., Town Clerk, Morecambe.

Mr. HARRY HERBERT TRUSTED, barrister-at-law, Attorney-General, has been appointed one of His Majesty's Counsel for the Leeward Islands.

Mr. SAMUEL JOYCE THOMAS, Puisne Judge, Trinidad, has been appointed a Judge of His Majesty's Supreme Court of Kenya.

Mr. PARKER MORRIS, solicitor, who was recently appointed Town Clerk of the City of Westminster in succession to Sir John Hunt, has accepted an invitation to act as Hon. Secretary of the Metropolitan Boroughs Standing Joint Committee.

Mr. ADAM E. GILSILLAN, solicitor, Assistant Town Clerk of Kingston-upon-Thames, has been appointed Assistant Town Clerk of Barnsley. Mr. Gilsillan was admitted in 1927.

Mr. A. H. EDWARDS, solicitor, senior legal assistant in the office of Dr. Reginald H. Graves, Town Clerk of St. Marylebone, has been appointed Clerk and Solicitor to the Herne Bay Urban District Council.

The Association of Metropolitan Town Clerks has elected Mr. R. H. R. TEE, LL.D., solicitor and Town Clerk of Hackney, as President for the ensuing year. Dr. Tee was admitted in 1913.

Mr. WALTER HEAP, solicitor, Town Clerk of Warwick, has been appointed Town Clerk of Lytham-St. Annes in the place of Mr. H. Rothwell, deceased. Mr. Heap was appointed Town Clerk of Warwick in March, 1927, and previous to that for two years held the appointment of Deputy Town Clerk of the County Borough of Smethwick. Mr. Heap was admitted in 1922.

Mr. WILLIAM STALEY BROOKES, solicitor, has been appointed Assistant Solicitor in the office of Mr. Sydney C. Smith, Clerk to the Urban District Council of Weston-super-Mare. Mr. Brookes was admitted in 1927.

Mr. A. HORSWILL JACKSON, solicitor, Clerk to the Consett Urban District Council, has been appointed Acting Clerk to the Benfieldside Urban District Council upon the resignation of Mr. John McKay.

The Lord Chancellor has reappointed the following members of the Bar to be Examiners of the Court under Ord. XXXVII, r. 40, for the five years ending 4th February, 1934, viz., Messrs. AUBREY J. SPENCER, ARTHUR ROBINSON, G. E. MORRISON, ARNOLD INMAN, C. G. MORAN, CLAUD DOUGLAS-PENNANT, H. M. STEBBING, and R. C. HAWKIN.

Wills and Bequests.

Mr. M. F. Monier-Williams, solicitor, of 25 Old Court-mansions, Kensington, senior member of the firm of Monier-Williams & Milroy, of 41, Trinity-square, E.C., chairman of the British Law Insurance Company, and of the English and Scottish Law Life Assurance Association, and also a director of the Eagle Star and British Dominions Insurance Company Limited, and of The Solicitors' Law Stationery Society, Limited (the proprietors of THE SOLICITORS' JOURNAL), who died on 13th November, 1928, left estate of the gross value of £43,197.

Professional Announcements.

(2s. per line.)

Mr. ALFRED KING-HAMILTON, a solicitor now practising at 41, Barbican, E.C.1, and at 3, Newman's Court, Cornhill, E.C.3, in order to avoid confusion, wishes to draw attention to the fact that he is not connected with the business carried on by Mr. E. L. Green under the style of "King-Hamilton and Green," at 116, Charing Cross-road, W.C.2. He ceased to be a member of that firm on the **30th September, 1923.**

LORD BEAVERBROOK'S GIFT TO THE CANCER HOSPITAL.

The committee of the Cancer Hospital (Free), Fulham-road, London, gratefully acknowledge the grant of One Thousand Pounds (£1,000), from the sum of money placed at the disposal of the Prime Minister by Lord Beaverbrook in gratitude for his escape in a recent motor accident. This sum is to be devoted to the special ward set aside for the investigation of cancer of the uterus, including Radium treatment thereof.

YARROW HOME AND HOSPITAL FOR CHILDREN.

In these days of high cost of living, people of limited means are sometimes placed in a difficulty when their children are ill or need operations, and afterwards require a change of air and much careful attention during convalescence. We therefore think it cannot be too well known that the Yarrow Home and Hospital for Children, Broadstairs, Kent, was founded specially for the children of those who are not too well-endowed with this world's goods. At this home a child recovering from illness or operation, or needing a long course of medical or surgical treatment, receives careful nursing and attention such as can only be obtained at the most expensive nursing homes, and in the happiest possible surroundings and companionship. There are beds for fifty boys between the ages of four and twelve years, and fifty girls between the ages of

four and fourteen years. In special cases these age limits may be exceeded by two years. The fee is one guinea per week, and travelling expenses.

To give an idea of the type of child for whom this home was founded, the Secretary will welcome applications from professional people such as members of the Institution of Civil Engineers, architects, artists, authors, clergymen, members of the medical, legal and other professions, members of scientific societies, officers of the Navy, Army and Royal Air Force, officers of the Merchant Navy, schoolmasters and university professors.

The London office is at 116 Victoria-street, Westminster, and the Secretary will be very pleased to send full particulars to anyone who is interested.

DE VALERA'S ARREST.

Mr. de Valera, who was arrested at Goragh-wood on Tuesday afternoon for alleged contravention of the Order prohibiting him from entering Northern Ireland, is still in Belfast prison. It is provided by the Civil Authorities Act, under which the Order was made on 1st September, 1924, that once the charge is served, twenty-four hours' must elapse before a trial can take place.

MRS. MEYRICK TO APPEAL.

We understand that Mrs. Meyrick is to appeal against the sentence of fifteen months' imprisonment with hard labour passed on her by Mr. Justice Avory at the Central Criminal Court in the Goddard case last week. There are said to be several grounds of appeal on points of law. Mrs. Meyrick will again be represented by Sir Henry Maddocks, K.C., and Mr. H. D. Roome.

THE NEW LAW LORD.

The new Lord of Appeal in Ordinary, Mr. Justice Tomlin, was sworn in at the Privy Council on Wednesday morning, and attended his usual court in the Chancery Division at midday to hear a right of way case.

Mr. Cleveland-Stevens, on behalf of the Bar, heartily congratulated his lordship on his new appointment, and the new Law Lord returned thanks.

LOCAL BILLS IN PARLIAMENT.

The Local Legislation Committee of the House of Commons met on Wednesday evening, when Sir Thomas Robinson was re-elected chairman, and Sir Walter Raine was again chosen to preside over Section B. In view of the imminence of the General Election the Committee considered the question of setting up a third section in order to get through as much business as possible before the Dissolution.

Mr. Thomas Alfred Tidy, solicitor, of Upper Park-road, Hampstead, N.W., who died on 11th December, aged eighty-four, left estate of the gross value of £39,909. He left: £200 to his former clerk, Henry Baker; £100 each to Lydia Pavitt and Annie Pavitt, if respectively in his service at his death.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
M'nd'y Feb. 11	Mr. Jolly	Mr. More	Mr. Bloxam	Mr. More
Tuesday .. 12	Hicks Beach	Ritchie	More	*Hicks Beach
Wednesday 13	Blaker	Bloxam	Hicks Beach	Bloxam
Thursday . 14	More	Jolly	Bloxam	*More
Friday 15	Ritchie	Hicks Beach	More	Hicks Beach
Saturday .. 16	Bloxam	Blaker	Hicks Beach	Bloxam
	Mr. Justice Maugham.	Mr. Justice Astbury.	Mr. Justice Tomlin.	Mr. Justice Clauson.
M'nd'y Feb. 11	Mr. Hicks Beach	Mr. Blaker	Mr. *Jolly	Mr. Ritchie
Tuesday .. 12	*Bloxam	Jolly	Ritchie	*Blaker
Wednesday 13	*More	Ritchie	*Blaker	*Jolly
Thursday . 14	*Hicks Beach	Blaker	Jolly	*Ritchie
Friday 15	*Bloxam	Jolly	*Ritchie	Blaker
Saturday .. 16	More	Ritchie	Blaker	Jolly

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5½%. Next London Stock Exchange Settlement Thursday, 21st February, 1929.

	Middle Price 6th Feb.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	87⅝	4 11 6	—
Consols 2½%	56¼	4 8 6	—
War Loan 5% 1929-47	102⅜	4 17 6	4 17 6
War Loan 4½% 1925-45	99	4 11 0	4 13 6
War Loan 4% (Tax free) 1929-42	101⅜	3 19 0	3 19 6
Funding 4% Loan 1960-1990	91	4 8 0	4 10 6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	95¼	4 4 0	4 7 6
Conversion 4½% Loan 1940-44	99½	4 10 0	4 11 6
Conversion 3½% Loan 1961	79⅞	4 8 0	—
Local Loans 3% Stock 1921 or after	65¾	4 12 0	—
Bank Stock	265	4 10 0	—
India 4½% 1950-55	91½	4 18 0	5 1 6
India 3½%	71½	4 18 0	—
India 3%	61½	4 18 0	—
Sudan 4½% 1939-73	96	4 14 0	4 15 0
Sudan 4% 1974	87	4 12 0	4 17 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	84	3 11 6	4 8 0
Colonial Securities.			
Canada 3% 1938	86	3 9 6	4 16 0
Cape of Good Hope 4% 1916-36	95	4 4 6	4 19 6
Cape of Good Hope 3½% 1929-49	82	4 5 6	4 18 6
Commonwealth of Australia 5% 1945-75	99	5 1 0	5 2 0
Gold Coast 4½% 1956	97	4 13 0	4 17 6
Jamaica 4½% 1941-71	97	4 13 0	4 17 6
Natal 4% 1937	94½	4 5 0	5 0 0
New South Wales 4½% 1935-45	91	4 19 0	5 6 0
New South Wales 5% 1945-65	98	5 2 0	5 3 0
New Zealand 4½% 1945	96xd	4 14 0	4 17 6
New Zealand 5% 1946	103	4 17 0	4 16 0
Queensland 5% 1940-60	99	5 1 0	5 0 0
South Africa 5% 1945-75	104	4 16 0	4 16 0
South Australia 5% 1945-75	98	5 2 0	5 2 0
Tasmania 5% 1945-75	101	4 19 0	5 0 0
Victoria 5% 1945-75	98	5 2 0	5 0 0
West Australia 5% 1945-75	98	5 2 0	5 2 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 6	—
Birmingham 5% 1946-56	104	4 16 0	4 15 0
Cardiff 5% 1945-65	103	4 17 0	4 16 6
Croydon 3% 1940-60	72	4 3 6	4 16 0
Hull 3½% 1925-55	79	4 8 6	5 0 0
Liverpool 3½% Redeemable at option of Corporation	75	4 13 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54½xd	4 12 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65½xd	4 12 0	—
Manchester 3% on or after 1941	64	4 14 0	—
Metropolitan Water Board 3% 'A' 1963-2003	66	4 11 0	4 12 6
Metropolitan Water Board 3% 'B' 1934-2003	66½xd	4 10 0	4 12 6
Middlesex C. C. 3½% 1927-47	83	4 5 0	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	64	4 13 0	—
Stockton 5% 1946-66	102	4 18 0	4 19 0
Wolverhampton 5% 1945-56	103	4 17 0	4 19 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	82½	4 17 0	—
Gt. Western Rly. 5% Rent Charge	100	5 0 0	—
Gt. Western Rly. 5% Preference	98	5 2 0	—
L. & N. E. Rly. 4% Debenture	79	5 1 3	—
L. & N. E. Rly. 4% Guaranteed	75½	5 6 0	—
L. & N. E. Rly 4% 1st Preference	64½	6 4 0	—
L. Mid. & Scot. Rly. 4% Debenture	81	4 18 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	80½	4 19 0	—
L. Mid. & Scot. Rly. 4% Preference	74	5 8 0	—
Southern Railway 4% Debenture	81	4 18 0	—
Southern Railway 5% Guaranteed	101	4 19 0	—
Southern Railway 5% Preference	94½	5 6 0	—